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marccmathis@rimmaxwheels.com

Patrick. Mixon message 55 of 55

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[Richard Wortmann](#)

[Rimmax Wheels Attachments](#)

[Tanya Duger Wickliff](#)

From: "Mixon, Patrick" <pmixon@swlaw.com>

Date: 7 Oct 14:01 (PDT)

To: <marccmathis@rimmaxwheels.com>, "Marc C Mathis" <marccmathis@msn.com>

Subject: Attorney Client Privilege

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Marc:

Attached is the updated Supply Agreement. I have changed the address for RiMM added a paragraph 9.15 making the agreement effective upon acceptance of the from RiMMax to RC Components.

In your communication to RC Components, please ensure that you mention that it is accompanied by an agreement to be executed by RC Components. Encourage Components to review the contract prior to beginning work on the rims.

I can't find a Moye who is licensed to practice in NY. However, if you are comfortable Mr. Moye, then I say sit with him and do business.

Talk with you soon.

PM

Attachments:



[Supply Agreement.doc](#)
(92 k)

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SUPPLY AGREEMENT

This Supply Agreement ("Agreement"), effective as of _____, 2002, is between RC Components, Inc. a Kentucky corporation ("Supplier"), having a principal place of business at 373 Mitch McConnell Way, Bowling Green, KY 42104, and The RiMMax Wheels, L.L.C., a Delaware corporation ("RiMMax"), having its principal place of business at 1148 Pulaski Highway, Suite 107-344, Bear, Delaware 19701.

1. GENERAL TERMS OF PURCHASE AND SALE

1.1. Products Manufactured and Purchased. Supplier shall manufacture, package, label, pack for shipment, and tender to carriers, and RiMMax shall purchase from Supplier, the products described on Schedule A of this Agreement ("Products") pursuant to purchase orders submitted by RiMMax to Supplier from time to time in accordance with Section 3.5. The Products shall be manufactured, packaged, labeled and packed in strict compliance with procedures, standards, requirements and other specifications agreed upon in writing by RiMMax and Supplier and, once agreed upon by RiMMax and Supplier, will be attached as Schedule B to this Agreement (the "Specifications"). In the event that Supplier decides to change the manufacturing location of the Products, Supplier shall notify RiMMax of such change as soon as practicable, but in any event at least one hundred eighty (180) days prior to effecting such change, and Supplier shall bear all costs associated with such change. All manufacturing of the Products shall occur in a facility approved and qualified by RiMMax.

1.2. Pricing Fee and Payment Terms. RiMMax shall pay to Supplier the prices and/or fees described on Schedule A. Such prices and/or fees constitute Supplier's entire compensation for its performance under this Agreement and, except as otherwise specifically provided herein, RiMMax shall not be obligated to pay Supplier any other charges, costs (including pallet costs), taxes or expenses. Supplier shall issue invoices to RiMMax to accompany all shipment of Products. Payment shall be made under such terms as are agreed to between the parties. All payments shall be made in U.S. dollars.

1.3. Meet or Beat Clause. During the term of this Agreement, RiMMax shall be entitled to seek and consider competitive offers from third parties to manufacture, supply and/or assemble the Products and Supplier shall have the right to match any such third party offers on the same or substantially similar terms and conditions. RiMMax shall determine, in its reasonable discretion, whether Supplier's manufacture, supply and/or assembly of the Products is competitive with any third party offer. In making such determination, RiMMax shall consider the competitive factors, including, but not limited to, price, transportation and delivery costs, technological advances, formulation and processing enhancements, as well as Supplier's past performance and ability to perform in the future on a timely basis, Supplier's ability to make changes requested by RiMMax and any other factors RiMMax deems appropriate. If RiMMax determines that Supplier's manufacture, supply and/or assembly of the Products is not competitive with a third party offer, RiMMax may terminate this Agreement in accordance with Section 2.2(c).

1.4. No Minimum Quantities. RiMMax agrees that the initial design of the Product includes minimums in accordance with Schedule A. Upon completion of the initial Product designs, all volume estimates made by RiMMax to Supplier are estimates only and RiMMax shall have no obligation to purchase any minimum volumes. In addition, the payment to be paid to Supplier pursuant to Section 1.2 is not dependent upon RiMMax meeting any such volume estimates and is not subject to any increase if such volume estimates are not achieved. This Agreement is not a requirements contract and RiMMax shall be free to use other third parties to manufacture, supply and/or assemble the Products for RiMMax.

2. TERM; TERMINATION

2.1. Term. The term of this Agreement shall commence as of date hereof and shall remain in full force and effect for three (3) years, unless otherwise terminated earlier pursuant to Section 2.2. This Agreement may be renewed upon the parties' mutual written agreement.

2.2. Termination. This Agreement may be terminated by either RiMMax or Supplier in accordance with any of the following provisions:

(a) At any time if a party fails to perform or comply in any material respect with any of its obligations under this Agreement (except pursuant to a force majeure event set forth in Section 9.2), and such failure is not remedied within ten (10) days after receipt of written notice of such failure, then the non-breaching party may terminate this Agreement; provided, however, that such right to cure shall not be required to be given more than one (1) time during any twelve (12) month period even if different obligations are being breached by the breaching party;

(b) At any time, if a party fails to perform or comply in any material respect with any of its obligations under this Agreement for a period of at least sixty (60) consecutive or cumulative days due to a force majeure event set forth in Section 9.2, then the other party may terminate this Agreement;

(c) By RiMMax, upon sixty (60) days prior written notice if RiMMax determines that Supplier's manufacture, supply and/or assembly of the Products is not competitive pursuant to Section 1.3;

(d) If a party shall: (i) be unable to pay or admits in writing its inability to pay its debts as they mature; (ii) make a general assignment for the benefit of creditors; (iii) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (iv) file a petition or be the subject of an involuntary petition in bankruptcy or for reorganization or for an arrangement pursuant to a bankruptcy act or insolvency which petition is not dismissed within ninety (90) days from such filing; or (v) be adjudicated as bankrupt or insolvent, then the other party may terminate this Agreement.

2.3. Conflicts of Interest. Supplier shall immediately notify RiMMax in writing if (a) Supplier is doing or begins to do business with any business that sells products that compete with RiMMax's products, (b) there is anything that prohibits or restricts Supplier from doing business with or providing or licensing Technology (as defined in Section 6.1(a)) to RiMMax or (c) Supplier grants any of RiMMax's competitors with preferential rights to any of Supplier's Technology. In addition to the rights set forth in Section 2.2, RiMMax shall have the right to terminate this Agreement upon sixty (30) days notice at any time after receipt of such written notice from Supplier.

2.4. Purchase of Inventories Upon Termination. Upon termination or expiration of this Agreement, RiMMax, at its discretion, shall be entitled to purchase Supplier's raw material, packaging, work in process and finished goods inventories that (a) are unique to the Products, (b) cannot otherwise be used by Supplier and (c) are covered by firm RiMMax purchase orders or are long lead time items that RiMMax agreed in writing to purchase. Notwithstanding the foregoing, RiMMax shall have no obligation to purchase such inventories if RiMMax terminates this Agreement pursuant to Section 2.2(a), (b) or (d) or Section 2.3. RiMMax shall not be liable for any claim based upon any expenditure, investment or commitment made by or on behalf of Supplier or in connection with the establishment, development or maintenance of any business or goodwill of Supplier.

2.5. Rights Upon Termination. Any termination of this Agreement shall be without prejudice to all other rights and remedies available to the parties under this Agreement or at law or in equity.

3. **MANUFACTURING PRACTICES AND PROCEDURES**

3.1. Supplier Responsibilities. Supplier shall manufacture the Products in compliance with the Specifications. Supplier shall purchase and provide all raw materials, components, packaging, labeling and shipping materials, labor, utilities and equipment necessary to manufacture the Products and pack the Products for shipping, all in strict compliance with the Specifications. Use of materials shall be on a first in, first out basis, unless otherwise agreed to in writing by RiMMax. Supplier shall prepare and deliver in a timely fashion all reports and information reasonably requested by RiMMax, including, without limitation, product quality, daily production and shipping reports. Upon the date hereof and each anniversary hereafter, Supplier shall provide RiMMax with a list of all assets that are located at one of Supplier's facilities but are owned by RiMMax. Supplier shall cooperate to ensure that such assets are conspicuously marked as being owned by RiMMax and shall not move any such assets without the prior written approval of RiMMax. In

Supplier's written request and at Supplier's expense.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1. Definitions.

(a) "Technology" means all methods, processes, designs, data, software, apparatus, devices, techniques, formulations, flow charts, block diagrams, reports, systems, sketches, compositions of matter, discoveries and inventions (whether or not patentable), works of authorship (whether or not copyrightable), information, algorithms, procedures, notes, summaries, results and conclusions.

(b) "RiMMax Confidential Information" means any and all information, Intellectual Property or Technology that (i) concerns or relates to any aspect of the Products or the business of RiMMax; (ii) is owned or used by RiMMax; or (iii) is, for any reason, identified or otherwise treated as confidential by RiMMax, except such information or Technology that Supplier can clearly show (A) was publicly known prior to the date of this Agreement; (B) subsequent to the date of this Agreement has become publicly known through no fault of Supplier; (C) was known to and documented by Supplier prior to the date of this Agreement and with respect to which Supplier was not and is not under any obligation of confidentiality; or (D) was disclosed to Supplier without restriction on disclosure or use by a third party who was not under any obligations of confidentiality (contractual or otherwise).

(c) "Supplier Confidential Information" means information or Technology proprietary to Supplier (whether or not reduced to writing or other tangible medium of expression, and whether or not patented, patentable, capable of trade secret protection or protected as an unpublished or published work under the United States Copyright Act of 1976, as amended), which Supplier informs RiMMax in writing is confidential except such information or Technology which RiMMax can clearly show (i) was publicly known prior to the date of this Agreement; (ii) subsequent to the date of this Agreement has become publicly known through no fault of RiMMax; (iii) was known to and documented by RiMMax prior to the date of this Agreement and with respect to which RiMMax was not and is not under any obligation of confidentiality; or (iv) was disclosed to RiMMax without restriction on disclosure or use by a third party who was not under any obligations of confidentiality (contractual or otherwise).

6.2. Intellectual Property. Unless otherwise agreed to in writing by RiMMax and Supplier, RiMMax is the sole and exclusive owner of all Technology relating to, concerning or incorporated in the Products, including Technology jointly developed by RiMMax and Supplier, together with all molds (whether provided by Supplier or RiMMax) and intellectual property relating thereto. All intellectual property which has arisen prior to the date of this Agreement or arises hereafter as a result of work that Supplier performed or performs in connection with the Products, including, without limitation, conceptions, innovations, developments, processes, formulations, improvements or methods, whether or not patentable or susceptible to any other form of protection, shall be the sole and exclusive property of RiMMax. Supplier shall not take, omit to take or cause any action that is inconsistent with or tends to diminish or impair RiMMax's rights as set forth in this Section 6.2, and Supplier agrees to assist in every proper and legal way to obtain, maintain and protect RiMMax's rights in such property in the United States and all foreign countries. Supplier hereby assigns, and agrees to assign, to RiMMax all right, title and interest in the United States and all foreign countries in and to RiMMax's rights set forth in this Section 6.2, including any and all patents, patent applications, copyright registrations, trade secrets, rights under international treaties or any other protection available in any country.

6.3. Warranties Regarding Technology. Supplier hereby warrants that it has the right as of the date of this Agreement, and hereafter will not impair such right, to make all transfers to RiMMax as set forth in this Agreement. A paid-up, perpetual license on behalf of RiMMax shall be obtained by Supplier in respect of any third party proprietary Technology relating to, concerning or incorporated in the Products. Supplier warrants that such a license is readily available on reasonable terms and can be obtained for RiMMax and any parties that RiMMax might, in the future, license to make, have made, use or sell the

shall RiMMMax be required to reimburse Supplier for the costs incurred in destroying or returning such nonconforming materials. Upon RiMMMax's request, Supplier shall physically witness the destruction of such materials and shall provide written certification to RiMMMax that such materials have been completely destroyed. At RiMMMax's option, RiMMMax also may have a representative present to witness such destruction.

3.9. RiMMMax Representative. RiMMMax shall have the right to have a mutually agreed number of its representatives on-site at Supplier's manufacturing facilities to monitor Supplier's performance under this Agreement, observe the manufacturing process, and coordinate shipments. Supplier shall cooperate by supplying such office space, administrative assistance, and utilities (excluding long distance telephone services) to such RiMMMax representatives.

4. INSPECTION AND AUDIT

4.1. Inspection. Upon forty-eight (48) hours advance written notice to Supplier, RiMMMax shall have the right, during Supplier's normal business hours, to inspect Supplier's manufacturing facility where the Products are made and where materials used to manufacture and package the Products are handled or stored and to observe the manufacture, packaging, storage, inspection, testing and shipping of the Products.

4.2. Audit. Supplier shall keep complete and accurate accounts, records, books and data with respect to Supplier's performance under this Agreement (the "Records"). RiMMMax and its representatives shall have the right, at all reasonable times, to inspect, copy and audit the Records relating to Supplier's performance under this Agreement and such other documents and records as may be reasonably necessary to verify Supplier's performance of its obligations under this Agreement. Supplier shall retain all Records during the term of this Agreement and for at least four (4) years thereafter and make the same available to RiMMMax and its representatives within five (5) days after receipt of a written request for such Records from RiMMMax.

5. QUALITY CONTROL & ASSURANCE: WARRANTIES

5.1. Quality Control. Supplier shall conduct all quality control sampling, testing and assays required by the Specifications. All such sampling, testing and assays shall be conducted by qualified personnel. Supplier shall bear the cost of all equipment to perform such sampling, testing and assays. Written summaries of quality test results shall be available to RiMMMax, at no cost, upon RiMMMax's request. Supplier shall retain records relating to its quality control testing and assays for at least four (4) years after such testing is completed.

5.2. Supplier's Warranties. Supplier warrants that it will have good and marketable title to all Products sold to RiMMMax and that all Products sold to RiMMMax will strictly conform to the Specifications and RiMMMax's quality control standards, will be fit for their intended use, will comply with all applicable laws, rules, regulations and industry standards, will be manufactured using Good Manufacturing Practices, will be free from all defects in material and workmanship and will be free and clear of all liens and encumbrances (the "Product Warranties").

5.3. Nonconforming Products. The total costs, including, but not limited to, raw materials, packaging supplies, packing charges, proper disposal costs, product returns and recall costs, relating to Products manufactured by Supplier that do not comply with the Specifications, the Product Warranties or any other provision of this Agreement shall be the financial responsibility of Supplier. If RiMMMax believes that any Products do not comply with the Specifications, Product Warranties or any provisions of this Agreement, RiMMMax shall notify Supplier of such nonconformance and, upon Supplier's request, provide written details and deliver a sample of such nonconforming Products to Supplier. Supplier shall promptly notify RiMMMax whether Supplier agrees that such Products are not in compliance. Supplier shall have the right to rework or dispose of nonconforming Products only with the written consent of RiMMMax, which consent shall not be unreasonably withheld. Supplier shall replace any such nonconforming Products with conforming Products at Supplier's expense within a reasonable time but no later than 4 weeks after receipt of RiMMMax's notice of nonconformity. Any nonconforming Products shall be returned to Supplier upon

addition, Supplier agrees to sign such further documents or instruments (including, without limitation, a Form UCC-1) requested by RiMMMax to protect RiMMMax's interest in such assets. Further, Supplier shall maintain such assets in good working order and condition (ordinary wear and tear excepted).

3.2. Supplier Capacity. Supplier represents and warrants that it has sufficient capacity to supply the volumes of the Products agreed to in writing signed by the parties. In the event of the occurrence of a force majeure event which might otherwise permit Supplier to allocate production and delivery of different products among Supplier's various customers, Supplier shall continue to manufacture, supply and/or assemble and deliver to RiMMMax 100% of the Products ordered by RiMMMax pursuant to this Agreement.

3.3. Inventories. Supplier shall be responsible for maintaining all raw material and component inventories, order quantities, lead times, and delivery dates. All unused materials relating to the Products shall be stored in Supplier's warehouse. Supplier shall notify RiMMMax immediately of any significant loss of materials and Supplier shall be responsible for all losses and shrinkage of materials. Supplier shall perform an annual physical inventory relating to the Products at Supplier's own expense and RiMMMax shall have the right to observe such physical inventory. RiMMMax shall bear the expense of any other physical inventories requested by RiMMMax.

3.4. Scheduling. The parties shall mutually agree upon scheduled production on a monthly basis. Each party shall use commercially reasonable efforts to respond to scheduling problems of either party as they may arise. Supplier shall retain sole responsibility for scheduling day-to-day production consistent with the aforementioned guidelines.

3.5. Shipment. Time of delivery of the Products by Supplier is of the essence. All sales of the Products under this Agreement shall be F.O.B. Supplier's plant in the United States. Title to and risk of loss of such Products shall be transferred to RiMMMax by Supplier upon delivery by Supplier to RiMMMax's designated carrier. If Supplier is late in delivering, in whole or in part, any shipments of the Products to RiMMMax, Supplier shall make all late shipments to RiMMMax as RiMMMax directs, including, without limitation, via air freight, and Supplier shall pay all additional costs and expenses in connection with such late shipments. Supplier shall ensure that all shipments of Products shall comply with all applicable laws, rules and regulations, including, without limitation, the Toxic Substance Control Act.

3.6. Changes. RiMMMax shall have the right to request changes from time to time to the Products, the Specifications or any other specifications or procedures. If Supplier believes that such changes would result in an increase or decrease in Supplier's manufacturing costs, Supplier shall promptly notify RiMMMax of the amount of such increase or decrease in writing before Supplier agrees to make the change and shall document such increase or decrease in its manufacturing costs. RiMMMax shall pay only those costs of such changes that RiMMMax agrees to in writing.

3.7. Special or Test Production. RiMMMax shall have the right to request from time to time that Supplier manufacture the Products pursuant to an Experimental Order ("EO") furnished by RiMMMax. Prior to the issuance of an EO, Supplier will provide RiMMMax with a written estimate of the feasibility, cost, and production schedule for such EO production. Supplier shall manufacture the Products in strict compliance with any EO. Supplier shall not manufacture any Products that do not strictly conform to the Specifications without a written EO signed by RiMMMax. An EO production shall be conducted prior to the first purchase order submitted to Supplier pursuant to Section 3.4 (b). If RiMMMax advises Supplier that the EO is confidential, Supplier shall restrict access to the EO and information concerning the EO to only those employees of Supplier who have a need to know and shall not permit any other third parties to view the EO, products made during the EO or other information concerning the EO without RiMMMax's prior written consent.

3.8. Destruction or Return of Materials. RiMMMax shall have the right to require Supplier to, at RiMMMax's option, destroy or return obsolete, test or other materials, provided that RiMMMax has paid for the materials to be destroyed or returned. RiMMMax shall reimburse Supplier for any reasonable costs incurred in destroying or returning such materials. Notwithstanding the foregoing sentence, RiMMMax shall not be obligated to pay for any nonconforming products or materials that it requests Supplier to destroy nor

Products. At RiMMMax's option, RiMMMax may obtain any necessary third party licenses directly.

6.4. Confidentiality

(a) During the term of this Agreement and for the longer of either (i) five (5) years after termination of this Agreement or (ii) for so long as the RiMMMax Confidential Information shall not be publicly known, Supplier shall not use any RiMMMax Confidential Information, except on behalf of RiMMMax during the term hereof, or disclose any RiMMMax Confidential Information to any third party, except as authorized in writing by RiMMMax or as required by applicable law. Upon termination of this Agreement or upon written request by RiMMMax, Supplier shall deliver to RiMMMax all RiMMMax Confidential Information, as well as all documents, media, items and Technology comprising, embodying or relating to RiMMMax Confidential Information, as well as any other documents or things belonging to RiMMMax that may be in Supplier's possession.

(b) During the term of this Agreement and for the longer of either (i) five (5) years after termination of this Agreement or (ii) for so long as the Supplier Confidential Information shall not be publicly known, RiMMMax shall not use any Supplier Confidential Information, except on behalf of Supplier during the term hereof, or disclose any Supplier Confidential Information to any third party, except as authorized in writing by Supplier or as required by applicable law. Upon termination of this Agreement or upon written request of Supplier, RiMMMax shall deliver to Supplier all Supplier Confidential Information, as well as all documents, media, items and Technology comprising, embodying or relating to the Supplier Confidential Information, as well as any other documents or things belonging to Supplier that may be in RiMMMax's possession.

(c) The provisions of this Section 6.4 shall supersede any other confidentiality agreements between the parties with respect to the subject matter hereof and such confidentiality agreements are hereby terminated as between RiMMMax and Supplier. RiMMMax and Supplier hereby confirm that all proprietary information previously disclosed by one to the other prior to the date of this Agreement shall be deemed RiMMMax Confidential Information or Supplier Confidential Information, as applicable, as long as RiMMMax or Supplier, respectively, have complied with the provisions of this Agreement to protect such RiMMMax Confidential Information or Supplier Confidential Information.

7. INDEMNIFICATION

7.1. Supplier's Indemnification. Supplier shall indemnify, defend and hold harmless RiMMMax and its affiliates, shareholders, members, subsidiaries, directors, officers, employees, agents and representatives, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with (i) any breach by Supplier of the terms of this Agreement; (ii) non-compliance with the Specifications or Product Warranties; (iii) any non-compliance with laws, ordinances, rules or regulations applicable to Supplier's obligations under this Agreement; (iv) any governmental, regulatory or other proceedings to the extent any such proceedings result from Supplier's failure to comply with the Specifications or the Product Warranties; (v) any recall or return of the Products initiated by RiMMMax, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that Supplier's failure to comply with the Specifications or the Product Warranties are responsible for such recall; or (vi) any claim that the manufacture, use or sale of any of the Products infringes upon or violates any patent, trademark, copyright, trade secret or other proprietary rights of any third party.

7.2. RiMMMax's Indemnification. RiMMMax shall indemnify, defend and hold harmless Supplier and its affiliates, shareholders, members, subsidiaries, directors, officers, employees, agents and representatives, from any and all Losses directly or indirectly arising out of, resulting from or in any way connected with (i) any breach by RiMMMax of the terms of this Agreement; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to RiMMMax's obligations under this Agreement; (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from RiMMMax's

acts or omissions in transporting, marketing, distributing and selling the Products; or (iv) any recall or return of the Products initiated by RiMMMax, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that RiMMMax's acts or omissions in the transportation, marketing, distribution or sale of the Products are responsible for such recall.

7.3. Indemnification Procedures. The indemnitor shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the indemnitee, which notice shall be given by the indemnitee within ten (10) days of the indemnitee's knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate the indemnitor's indemnification obligations to the indemnitee unless, and only to the extent to which, such failure has substantially prejudiced the indemnitor. Notwithstanding the foregoing, the indemnitee shall have the right, in its sole discretion and at indemnitor's expense, to participate in or to defend or prosecute, through its own counsel, any claim suit or action for which it is entitled to indemnification by indemnitor; provided, however, that if the indemnitee is advised in writing by its legal counsel that there is a conflict between the positions of the indemnitor and the indemnitee in conducting the defense of such action or that there are legal defenses available to the indemnitee different from or in addition to those available to the indemnitor, then counsel for the indemnitee, at the indemnitor's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the indemnitee. The indemnitor shall not enter into any compromise or settlement without the indemnitee's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against indemnitee shall be reasonable grounds for indemnitee to refuse to provide written consent to a compromise or settlement. If the indemnitor does not assume the defense of such claim, suit or action, the indemnitor shall reimburse the indemnitee for the reasonable fees and expenses of any counsel retained by the indemnitee, and shall be bound by the results obtained by the indemnitee; provided, however, that no such claim, suit or action shall be settled without the indemnitor's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against indemnitor shall be reasonable grounds for indemnitor to refuse to provide written consent to a compromise or settlement.

7.4. Additional RiMMMax Rights. In addition to the provisions of Sections 7.1, in the event the use or sale of any of the Products or any components or parts thereof is enjoined by a court of competent jurisdiction due to any claim of infringement or violation of any patent, trademark, copyright, trade secret, or other proprietary rights of any third party, Supplier shall promptly, at RiMMMax's option: (i) obtain for RiMMMax, at no expense to RiMMMax, the right to continue using the Products or components or parts thereof; (ii) replace the infringing items at no expense to RiMMMax, with a non-infringing item of equal performance and quality; or (iii) modify, at no expense to RiMMMax, the infringing items so that they become noninfringing.

8. **INSURANCE.** At the request of RiMMMax the Supplier shall keep in force throughout the term of this Agreement and for eighteen (18) months following the termination of this Agreement adequate self insurance or commercial general liability insurance written on an occurrence basis, including products liability and contractual liability coverages as respects this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1. Independent Contractor. Supplier is an independent contractor and not an agent, employee, partner, joint venture partner, subsidiary or an affiliated entity of RiMMMax. No party shall incur any debts or make any commitments on behalf of the other, except to and only to the extent, if at all, specifically provided in this Agreement.

9.2. Force Majeure. Except as otherwise provided herein, neither party shall be liable to the other for any Loss or failure to perform resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo or any other cause beyond the reasonable control of such party. Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, the party whose performance is delayed or prevented shall be relieved from fulfilling its obligations under this Agreement during the period of such force majeure event and shall immediately

provide written notice to the other party of such occurrence and the anticipated effect of such occurrence. The party whose performance is affected shall use its best efforts to minimize disruptions in its performance and shall resume full performance of its obligations under this Agreement as soon as possible.

9.3. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing (including facsimile or similar transmission) and mailed (by certified mail, return receipt requested, postage prepaid), sent or delivered (including by way of overnight courier service) addressed as follows:

If to RiMMax:

The RiMMax Wheels, L.L.C.
1300 South Farmview Dr., Suite #J35
Dover, DE 19904
Attention: Marc Mathis
Fax: (302) 292-8346

With a copy to:

Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004
Attn: Patrick L. Mixon, Esq.
Fax: (602) 382-6070

If to Supplier:

RC Components
373 Mitch McConnell Way
Bowling Green, KY 42104
Attention: Rick Ball
Fax: (270) 842-9527

With a copy to:

or to such other address as the parties may give notice to the others by like means. All such notices and communications, if mailed, shall be effective upon the earlier of (a) actual receipt by the addressee, (b) the date shown on the return receipt of such mailing, or (c) three (3) days after deposit in the mail. All such notices and communications, if not mailed, shall be effective upon the earlier of (a) actual receipt by the addressee, (b) with respect to facsimile and similar electronic transmission, the earlier of (i) the time that electronic confirmation of a successful transmission is received or (ii) the date of transmission, if a confirming copy of the transmission also is sent by overnight courier service on the date of transmission, or (c) with respect to delivery by overnight courier service, one (1) day after deposit with such courier service, if delivery on such day by such courier is confirmed with the courier or the recipient. The parties further agree that delivery of a notice or other communication required or permitted to be given hereunder in writing may be given via email addressed to: (a) with respect to RiMMax, marccmathis@rimmaxwheels.com with copies to pmixon@swlaw.com, and (b) with respect to Supplier, rcc@rcccomponents.com with copies to _____. Such email notices and communications shall be effective on the date of transmission if a confirming copy of the transmission also is sent via overnight courier service on the date of transmission.

9.4. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors in interest and assigns. Supplier shall not assign this Agreement without the prior written consent of RiMMax, which consent shall not be unreasonably withheld. RiMMax may assign its rights and obligations under this Agreement without the consent of Supplier.

9.5. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision

shall be interpreted to be only so broad as is enforceable.

9.6. Survival. Sections 2.3, 2.4, 4, 5, 6, 7, 8, 9.3, 9.6, 9.13, 9.14 and 9.15 shall survive any termination or expiration of this Agreement.

9.7. Entire Agreement and Conflict. This Agreement (including the Schedules hereto), the Specifications and any other documents incorporated by reference, constitute the entire Agreement and supersede any previous agreement, whether written or oral, between the parties relating to the subject matter of this Agreement. In the event of any conflict, the terms and conditions of this Agreement shall prevail over the terms and conditions of any purchase order or other shipping, delivery, receiving, billing or other document used directly or indirectly by either party in performing this Agreement.

9.8. Amendment and Waiver. This Agreement may not be amended or modified in any respect, except by writing made and executed in the same manner as this Agreement. No provisions of this Agreement shall be waived by any act, omission or knowledge of a party except by an instrument in writing expressly waiving such provisions and executed by the party against whom such waiver is claimed. No waiver of any default under or breach of this Agreement shall operate as a waiver of any other or subsequent default or breach.

9.9. Construction. This Agreement has been submitted to the scrutiny of, and has been negotiated by, all parties hereto and their counsel, and shall be given a fair and reasonable interpretation in accordance with the terms hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

9.10. Headings. The headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

9.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.12. Language of Agreement and Notices. This Agreement is in the English language only, which shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding on the parties. All notices and communications required or permitted to be given or made under this Agreement shall be in the English language.

9.13. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, U.S.A., without regard to conflict of law principles. All disputes, claims and other matters in controversy arising directly or indirectly out of or related to this Agreement, or the breach hereof, whether contractual or non-contractual, shall be determined by arbitration and shall be settled by a majority vote of three arbitrators, one of whom shall be appointed by RiMMax, one of whom shall be appointed by Supplier and the third of whom shall be appointed by the first two arbitrators. Persons eligible to be selected as arbitrators shall be limited to attorneys who have been in practice at least ten (10) years specializing in corporate matters, who have had both training and experience as arbitrators and who have had no prior relationship or business dealings with either RiMMax or Supplier or their respective directors and officers. If either RiMMax or Supplier fails to appoint an arbitrator within ten (10) days of a request in writing by the other party to do so or if the first two arbitrators cannot agree on the appointment of the third arbitrator, then the third arbitrator shall be appointed by the American Arbitration Association (the "AAA"), provided that such arbitrator also must meet the foregoing eligibility requirements. The arbitration shall be conducted in the English language, in the City of Dover, Delaware, U.S.A., in accordance with the commercial rules of the AAA then in effect, subject to any modifications agreed to in writing by the parties. The U.S. Federal Arbitration Act (the "FAA") shall apply to the construction and interpretation of this agreement to arbitrate. The arbitrators shall base their award on applicable law and judicial precedent and, unless both parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based and may include equitable relief. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitrators shall award recovery of reasonable attorneys' fees and costs to the prevailing party. The arbitrators' resolution of the dispute shall be final and binding, except that any party can appeal in the

federal courts of the United States of America nearest the City of Dover, Delaware or, if such federal courts do not have jurisdiction, to the courts of the State of Delaware, to vacate and remand, or modify or correct the arbitration award for any of the grounds specified in the FAA or if the arbitrators committed prejudicial error in the application of substantive law to the established facts. The procedures specified in this Section 9.13 shall be the sole and exclusive procedures for resolution of disputes; provided, however, that nothing contained herein shall preclude any party from filing a judicial proceeding seeking equitable or injunctive relief.

9.14. Consent to Jurisdiction. With respect to each matter which is not subject to the mandatory arbitration provisions of Section 9.13, each of the parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the federal courts of the United States of America (located nearest the City of Dover, Delaware) or, if such federal courts do not have jurisdiction, to the courts of the State of Delaware (located in the City of Dover, Delaware) for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby by the courts of the United States of America or the State of Delaware, in each case, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. Any judgment or other decision of any such court shall be enforceable, without further proceedings, against the named party anywhere in the world where such party is located, does business or has assets.

9.15. Alternate Execution Date of Agreement. Notwithstanding formal execution of this Agreement by the parties, this Agreement shall become effective upon acceptance by Supplier of the initial payment made by RiMMax. The parties therefore a

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly authorized and executed as of the date first above written.

RIMMAX WHEELS, LLC

By: _____
Its: _____

RC COMPONENTS, INC.

By: _____
Its: _____

SCHEDULE A PRICING

The pricing structure for manufacture of RiMMax Wheels' Free Spinning Rims Product is as follows:

Design Time will be billed at \$80 per hour.

Design Time is a one-time charge per design of current project.

Current lead-time for a pair of wheels is 10-12 weeks from time of deposit.

Minimums

Design of center wheel is a 10-piece minimum run per design with a 20-piece minimum per set up.

Hub piece is a total 25-piece minimum run for front and rear.

Pricing

Estimated Design Cost

6 hours per wheel design with 3 designs.	18 hours x \$80 = \$1440 - 100% deposit
14 hours for front and rear hubs.	14 hours x \$80 = \$1120 - 100% deposit

Estimated Production Cost

Center Wheel Design @ 20 Pieces	\$248 x 20 = \$4960 - 50% deposit
Front Hub @ 25 Pieces	\$80 x 25 = \$2000 - 50% deposit
Rear Hub @ 25	\$95 x 25 = \$2375 - 50% deposit
Chroming Wheel	\$70 each
Chroming Hub	\$15 each

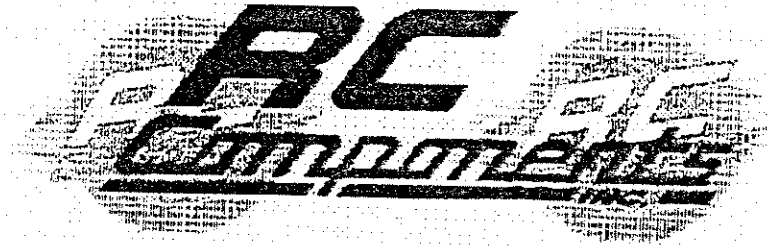
Wheel Cost Breakdown (does not include the parts listed above)

	<u>Retail</u>	<u>Dealer</u>	<u>Cost to RiMMax</u>
Front Wheel Polished	\$825	\$618.75	\$464.06
Front Wheel Chrome	\$1075	\$806.25	\$604.69
Rear Wheel Polished	\$1017	\$762.75	\$572.06
Rear Wheel Chrome	\$1267	\$950.25	\$712.69

Total Amount of deposit needed to begin production \$7227.50

**SCHEDULE B
SPECIFICATIONS**

EXHIBIT F



FAX COVER SHEET

373 Mitch McConnell Way
Bowling Green, KY 42101
270-842-6000
270-842-9527

Send to: RIMMAX WHEELS	From: JIM COOPER - SALES DEPT.
Attention:	Date: 4/18/05
Office location:	Office location:
Fax number: 302-730-4062	Phone number:

☐ Urgent ☐ Reply ASAP ☐ Please comment ☐ Please review ☐ For your information

Total pages, including cover: 6

Comments:

ATTACHED IS A 5 PAGE REPORT SHOWING ALL OF THE ORDERS WE HAVE RECEIVED THAT WE ARE ABLE TO BEGIN PROCESSING.

AT THIS TIME, WE DO NOT HAVE HUBS AVAILABLE FOR THE YAMAHA R6, HONDA 954 OR CBR 600. THOSE ORDERS HAVE NOT BEEN ENTERED.

YOUR TOTAL ON ORDER IS \$102,182.51

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE, **SPLIT COMMSN

CUSTOMER NUMBER	PRM DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHSE L MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012150		RIMMax Wheel		0038808	STD							
				ORDER DATE:	03/17/03				STATUS: OPEN			
			CUST PO: JODY JENDON	SLSPRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/17/03	
			2K HYABUSA							INV DATE:		
05/17/03		RM031735038-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/17/03		RM031735088-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/17/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	0.000	0.000	32.40
04/17/03		/POLISH	POLISHING SERMON INVENTORY									10.00
			FREIGHT									45.00
				ORDER 0038808 TOTAL:								2,423.40
0012160		RIMMax Wheel		0038809	STD							
				ORDER DATE:	03/17/03				STATUS: OPEN			
			CUST PO: JODY JENDON	SLSPRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/17/03	
			17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH	1,641.000	1.000	0.000	0.000	0.000	0.000	1,641.00
05/17/03		RM031735038-11C	17X5.5" RIM MAX (TRUTH) SPINNE	000	C EACH	1,571.000	1.000	0.000	0.000	0.000	0.000	1,571.00
05/17/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	0.000	0.000	32.40
04/17/03		/POLISH	POLISHING SERMON INVENTORY									10.00
			FREIGHT									45.00
				ORDER 0038809 TOTAL:								3,399.40
0012160		RIMMax Wheel		0038812	STD							
				ORDER DATE:	03/17/03				STATUS: NEW			
			CUST PO: JODY JENDON	SLSPRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/17/03	
			17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/17/03		RM031735038-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/17/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	0.000	0.000	32.40
05/17/03		/POLISH	POLISHING SERMON INVENTORY									10.00
			FREIGHT									45.00
				ORDER 0038812 TOTAL:								2,423.40
0012160		RIMMax Wheel		0038813	STD							
				ORDER DATE:	03/17/03				STATUS: OPEN			
			CUST PO: RIM MAX	SLSPRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/17/03	
			17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/17/03		RM031735038-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/17/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	0.000	0.000	32.40
05/17/03		/POLISH	POLISHING SERMON INVENTORY									10.00
			FREIGHT									45.00
				ORDER 0038813 TOTAL:								2,423.40
0012160		RIMMax Wheel		0038814	STD							
				ORDER DATE:	03/17/03				STATUS: OPEN			
			CUST PO: PAT STRICKLAND	SLSPRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/17/03	
			2001 HYABUSA							INV DATE:		
05/17/03		RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/17/03		RM031735088-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/17/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	0.000	0.000	32.40
05/17/03		/POLISH	POLISHING SERMON INVENTORY									10.00
			FREIGHT									45.00
				ORDER 0038814 TOTAL:								2,423.40
0012160		RIMMax Wheel		0038816	STD							
				ORDER DATE:	03/17/03				STATUS: OPEN			
			CUST PO: PAT STRICKLAND	SLSPRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/17/03	
			2001 HYABUSA							INV DATE:		
05/17/03		RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/17/03		RM031735088-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/17/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	0.000	0.000	32.40
05/17/03		/POLISH	POLISHING SERMON INVENTORY									10.00
			FREIGHT									45.00
				ORDER 0038816 TOTAL:								2,423.40
0012160		RIMMax Wheel		0038845	STD							
				ORDER DATE:	03/18/03				STATUS: OPEN			
			CUST PO: LADALE TOLLIVER	SLSPRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/18/03	
			2002 ZX-12							INV DATE:		
05/18/03		RM031735046-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/18/03		RM031735098-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00

Print Date: 05/01/03 7:20:03 pm

Print Date: 05/01/03

Page: 1

User: JDC / Jim Cooper

RC Components Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACI

***PRICE CHANGE, ***SPLIT COMMODITY
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

ORDER NO TYPE
DESCRIPTION

P UNIT
WHS L MEAS PRICE

QTY ON ORDER

QUANTITY SHIPPED

QUANTITY BACK ORD

EXTENSION

0012160 RIMMax Wheels

0039711 STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039709 TOTAL:

2,421.00

SHIP DATE: 05/18/03

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039711 TOTAL:

2,421.00

SHIP DATE: 05/18/03

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039712 TOTAL:

2,421.00

SHIP DATE: 05/18/03

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039713 TOTAL:

2,421.00

SHIP DATE: 05/18/03

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039715 TOTAL:

2,426.00

SHIP DATE: 05/18/03

INV DATE:

0.000	0.000	725.63
0.000	0.000	806.63
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039716 TOTAL:

1,617.26

SHIP DATE: 05/18/03

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039717 TOTAL:

2,421.00

00 RIMMax Wheels

0039716 STD

ORDER DATE: 04/18/03

STATUS: OPEN

SLSPRN: FRB LAST INVOICE:

000	C EACH	1,153.000	1.000
000	C EACH	1,183.000	1.000
000	C EACH	30.000	1.000

0.000	0.000	725.63
0.000	0.000	806.63
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039716 TOTAL:

1,617.26

SHIP DATE: 05/18/03

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039717 TOTAL:

2,421.00

0012160 RIMMax Wheels

0039717 STD

ORDER DATE: 04/18/03

STATUS: OPEN

SLSPRN: FRB LAST INVOICE:

000	C EACH	1,153.000	1.000
000	C EACH	1,183.000	1.000
000	C EACH	30.000	1.000

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	30.00
0.000	0.000	10.00
0.000	0.000	45.00

ORDER 0039717 TOTAL:

2,421.00

CUST PO: STEPHEN KEHLER
2001 YAMAHA R1
17X3.5" RIM MAX (FREESTYLE) SP
17X5.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

CUST PO: STEPHEN KEHLER
2001 YAMAHA R1
17X3.5" RIM MAX (FREESTYLE) SP
17X5.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

CUST PO: STEPHEN KEHLER
2001 YAMAHA R1
17X3.5" RIM MAX (FREESTYLE) SP
17X5.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

05/18/03 IC
05/18/03 RMD31735042-10C
05/18/03 RMD31735092-10C
04/18/03 SPR330-42
POLISH

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACH

PRICE CHANGE, **SPLIT COMMON CUSTOMER

NUMBER PRM DATE ITEMNUMBER

ORDER NO TYPE DESCRIPTION

F UNIT
WHS L MEAS

PRICE

QTY ON ORDER

QUANTITY SHIPPED

QUANTITY BACK ORD

EXTENSION

0012160 RIMMax Wheels

0039725

STD

ORDER DATE: 04/18/03

STATUS: OPEN

SHIP DATE: 05/18/03

05/18/03 /C
05/18/03 RMO31735038-10
05/18/03 RMO31755088-10
04/18/03 SPR330-40
POLISH

CUST PO: ROBERT HOGAN
2002 HYABUSA
17X3.5" RIM MAX (FREESTYLE) SP
17X3.5" RIM MAX (FREESTYLE) SP
40TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 923.000
000 C EACH 953.000
000 C EACH 32.400

1.000
1.000
1.000

INV DATE:

0.000 0.000 923.00
0.000 0.000 953.00
0.000 0.000 32.40
0.000 0.000 10.00
0.000 0.000 45.00

0012160 RIMMax Wheels

0039726

STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039725 TOTAL: 1,963.40

SHIP DATE: 05/18/03

05/18/03 /C
05/18/03 RMO31735038-10C
05/18/03 RMO31755088-10C
04/18/03 SPR330-40
POLISH

CUST PO: RIMMAX
2K HYABUSA
17X3.5" RIM MAX (FREESTYLE) SP
17X3.5" RIM MAX (FREESTYLE) SP
40TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000
000 C EACH 1,183.000
000 C EACH 32.400

10.000
10.000
10.000

INV DATE:

0.000 0.000 11,530.00
0.000 0.000 11,830.00
0.000 0.000 324.00
0.000 0.000 100.00
0.000 0.000 430.00

0012160 RIMMax Wheels

0039727

STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039726 TOTAL: 24,234.00

SHIP DATE: 05/18/03

05/18/03 /C
05/18/03 RMO31735038-12C
05/18/03 RMO31755088-12C
04/18/03 SPR330-40
POLISH

CUST PO: RIMMAX
2K HYABUSA
17X3.5" RIM MAX (DYNASTY) SPIN
17X3.5" RIM MAX (DYNASTY) SPIN
40TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000
000 C EACH 1,183.000
000 C EACH 32.400

5.000
5.000
5.000

INV DATE:

0.000 0.000 5,765.00
0.000 0.000 5,915.00
0.000 0.000 162.00
0.000 0.000 50.00
0.000 0.000 225.00

0012160 RIMMax Wheels

0039728

STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039727 TOTAL: 12,317.00

SHIP DATE: 05/18/03

05/18/03 /C
05/18/03 RMO31735040-12C
05/18/03 RMO31755090-12C
04/18/03 SPR330-42
POLISH

CUST PO: JULIUS FALL
2002 GSXR 600
17X3.5" RIM MAX (DYNASTY) SPIN
17X3.5" RIM MAX (DYNASTY) SPIN
42TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000
000 C EACH 1,183.000
000 C EACH 30.000

1.000
1.000
1.000

INV DATE:

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
0.000 0.000 10.00
0.000 0.000 45.00

0012160 RIMMax Wheels

0039840

STD

ORDER DATE: 04/23/03

STATUS: OPEN

ORDER 0039728 TOTAL: 2,421.00

SHIP DATE: 05/30/03

05/30/03 /C
05/30/03 RMO31735040-10C
05/30/03 RMO31755090-10C
05/30/03 SPR330-42
POLISH

CUST PO: EAST COAST RIMS
2002 GSXR 1000
17X3.5" RIM MAX (FREESTYLE) SP
17X3.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000
000 C EACH 1,183.000
000 C EACH 30.000

1.000
1.000
1.000

INV DATE:

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
0.000 0.000 10.00
0.000 0.000 45.00

0012160 RIMMax Wheels

0039841

STD

ORDER DATE: 04/23/03

STATUS: OPEN

ORDER 0039840 TOTAL: 2,421.00

SHIP DATE: 05/30/03

05/30/03 /C
05/30/03 RMO31735042-10C
05/30/03 RMO31755092-10C
04/23/03 SPR330-42
POLISH

CUST PO: ROCCO GARGANO
2003 YAMAHA R1
17X3.5" RIM MAX (FREESTYLE) SP
17X3.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000
000 C EACH 1,183.000
000 C EACH 30.000

1.000
1.000
1.000

INV DATE:

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
0.000 0.000 10.00
0.000 0.000 45.00

ORDER 0039841 TOTAL: 2,421.00

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**-PRICE CHANGE, **SPLIT COMMON
 CUSTOMER
 NUMBER PRM DATE ITEM NUMBER

ORDER NO TYPE
 DESCRIPTION

P UNIT
 WHS L MEAS

PRICE

QTY ON
 ORDER

QUANTITY
 SHIPPED

QUANTITY
 BACK ORD

EXTENSION

ORDER DATE: 04/23/03

STATUS: OPEN

SHIP DATE: 05/30/03

INV DATE:

CUST PO: RAS KAWASAKI
 2002 ZX-12
 17X3.5" RIM MAX (FREESTYLE) SP
 17X3.5" RIM MAX (FREESTYLE) SP
 46TH SPROCKET 530 CHAIN
 POLISHING SER/NON INVENTORY
 FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,153.000
 000 C EACH 1,183.000
 000 C EACH 30.000

1.000
 1.000
 1.000

0.000
 0.000
 0.000

0.000
 0.000
 0.000

1,153.00
 1,183.00
 30.00
 10.00
 45.00

ORDER 0039842 TOTAL:

2,421.00

SHIP DATE: 05/30/03

INV DATE:

CUST PO: THE ACCESS STOR
 2002 GSXR 1000
 17X3.5" RIM MAX (DYNASTY) SPIN
 17X3.5" RIM MAX (DYNASTY) SPIN
 42TH SPROCKET 530 CHAIN
 POLISHING SER/NON INVENTORY
 FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,153.000
 000 C EACH 1,183.000
 000 C EACH 30.000

1.000
 1.000
 1.000

0.000
 0.000
 0.000

0.000
 0.000
 0.000

1,153.00
 1,183.00
 30.00
 10.00
 45.00

ORDER 0039845 TOTAL:

2,421.00

SHIP DATE: 05/30/03

INV DATE:

CUST PO: THE ACCESS STOR
 2003 HYABUSA
 17X3.5" RIM MAX (TRUTH) SPINNE
 17X3.5" RIM MAX (TRUTH) SPINNE
 40TH SPROCKET 530 CHAIN
 POLISHING SER/NON INVENTORY
 FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,641.000
 000 C EACH 1,671.000
 000 C EACH 32.400

1.000
 1.000
 1.000

0.000
 0.000
 0.000

0.000
 0.000
 0.000

1,641.00
 1,671.00
 32.40
 10.00
 45.00

ORDER 0039846 TOTAL:

3,399.40

SHIP DATE: 05/30/03

INV DATE:

CUST PO: RIM MAX
 2002 ZX-12
 17X3.5" RIM MAX (FREESTYLE) SP
 17X3.5" RIM MAX (FREESTYLE) SP
 46TH SPROCKET 530 CHAIN
 POLISHING SER/NON INVENTORY
 FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,153.000
 000 C EACH 1,183.000
 000 C EACH 32.400

4.000
 4.000
 4.000

0.000
 0.000
 0.000

0.000
 0.000
 0.000

4,512.00
 4,732.00
 129.60
 40.00
 180.00

ORDER 0039847 TOTAL:

9,693.60

SHIP DATE: 05/30/03

INV DATE:

CUST PO: RIM MAX
 2002 ZX-12
 17X3.5" RIM MAX (FREESTYLE) SP
 17X3.5" RIM MAX (FREESTYLE) SP
 42TH SPROCKET 530 CHAIN
 POLISHING SER/NON INVENTORY
 FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,153.000
 000 C EACH 1,183.000
 000 C EACH 30.000

3.000
 3.000
 3.000

0.000
 0.000
 0.000

0.000
 0.000
 0.000

3,439.00
 3,549.00
 90.00
 30.00
 125.00

ORDER 0039848 TOTAL:

7,263.00

CUSTOMER 0012160 TOTAL:

132,998.86

REPORT TOTAL

132,998.86

EXHIBIT G

Rimmax Wheels Priority List Change

<u>ORDER</u>	<u>CUST</u>	<u>BIKE</u>	<u>QUANTITY</u>	<u>DESIGN</u>	<u>SHIP BY</u>
38812	Rimmax Wheels	2000 Busa	1	Dynasty	5/9/2003
39723	Machines Mayhem	2002 Busa	1	Truth	5/9/2003
✓ 39725	Robert Hogan	2002 Busa	1	Freestyle Polished	5/9/2003
✓ 39846	The Access Store	2003 Busa	1	Truth	5/9/2003
✓ 39728	Julius Pall Jr.	2002 GSXR600	1	Dynasty	5/9/2003
38808	Rimmax Wheels	2000 Busa	1	Freestyle	5/9/2003
✓ 39717	Stephen Kehler	2000 Busa	1	Freestyle	5/9/2003
38813	Rimmax Wheels	2000 Busa	1	Dynasty	5/16/2003
38814	Rimmax Wheels	2001 Busa	1	Dynasty	5/16/2003
38816	Rimmax Wheels	2001 Busa	1	Dynasty	5/23/2003
39726	Rimmax Wheels	2000 Busa	10	Freestyle	5/23/2003
39727	Rimmax Wheels	2000 Busa	5	Dynasty	5/23/2003
38809	Rimmax Wheels	2000 Busa	1	Truth	5/23/2003
38849	Ladale Toliver	2002 ZX-12	1	Dynasty	5/23/2003
38850	Pat Strickland	2001 ZX-12	1	Dynasty	5/23/2003
39715	Jay Smith	2002 ZX-12	1	Freestyle	5/23/2003
39842	R&S Kawasaki	2002 ZX-12	1	Freestyle	5/23/2003
39847	Rimmax Wheels	2002 ZX-12	4	Freestyle	5/23/2003
39848	Rimmax Wheels	2002 ZX-12	3	Freestyle	5/23/2003
39702	Pitstop	2002 GSXR750	1	Dynasty	5/30/2003
39840	East Coast Rims	2002 GSXR1000	1	Freestyle	5/30/2003
39706	Roberto Rodriguez	2002 GSXR1000	1	Freestyle	5/30/2003
39708	Rocco Gargano	2003 GSXR1000	1	Freestyle	5/30/2003
39845	The Access Store	2002 GSXR1000	1	Dynasty	5/30/2003
39719	Lynchburg	2003 GSXR1000	1	Dynasty	5/30/2003
39721	Lynchburg	2003 GSXR1000	1	Truth	5/30/2003
39724	Jimmy Soto	2001 GSXR1000	1	Freestyle Polished	5/30/2003
39720	Rimmax Wheels	2001 GSXR750	1	Freestyle	5/30/2003
39709	Rimmax Wheels	2002 GSXR750	1	Dynasty	5/30/2003
39712	Angel Correa	2003 YamahaR1	1	Freestyle	6/6/2003
39703	Shawn Edmonds	1999 YamahaR1	1	Freestyle	6/6/2003
39718	Rimmax Wheels	2002 YamahaR1	1	Freestyle	6/6/2003
39716	Stephen Kehler	2001 YamahaR1	1	RC Slash-Chrome & rear cush & polished sprocket	6/6/2003
39841	Rocco Gargano	2003 YamahaR1	1	Freestyle	6/6/2003
39711	South Shore	1999 YamahaR1	1	Freestyle	6/6/2003
39713	Rimmax Wheels	1999 YamahaR1	1	Dynasty	6/6/2003

EXHIBIT H

OFFICIAL CHECK

FIRST UNION

5170426

23 97
1000

544458522

2006/10/20/07

Pay To The Order Of **R.C. COMPONENTS INC.**

SEVENTY THOUSAND DOLLARS AND NO/100

SEVEN HUNDRED DOLLARS AND NO/100

Dollars

DRAWER: FIRST UNION NATIONAL BANK OF DELAWARE
**NON NEGOTIABLE
BRANCH COPY**

Authorized Signature

511007 (00000000)

TELEPHONE NO. 007
JUN 20 2003
First Union National Bank of Delaware
Baltimore Square Office

For Issued by Integrated Payment Systems Inc., Englewood, Colorado
Bank One Colorado N.A., Denver, Colorado

Account Number: 200100111211012417 : 20,010.00

and Rimmex Wheels, LLC Date: 6/10/03

I wish to withdraw from my account: Twenty thousand ten ⁰⁰/₁₀₀ DOLLARS

Authorized Signature: [Signature] 597650 538250 (100mg Rev 02) FIRST UNION®

A fee may be incurred by using this document.

⑆540003680⑆ 2000011210243⑈ ⑈0002001000⑈

JUN 10 03

1210 57

⑈031000011⑈
FIRST UNION NATL SVC-752
PHILADELPHIA PA 0610243
0324651236

Account	Date	Amount	Serial Number	Sequence	Status
000002000011210243	6/10/2003	\$20,010.00		00000000000324651236	Posted Items

Wachovia Bank N.A certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia National Bank or its predecessors.

EXHIBIT I

Date
11/15/02

Account
661009001

RIMMAX WHEELS, LLC.
1148 PULASKI HIGHWAY
SUITE 107-344
REAR, OK 73761

DATE 10/9/02

PAY TO THE ORDER OF RC Components Inc.

SEVEN THOUSAND TWOHUNDRED AND 50/100 DOLLARS \$ 7,227.50

Commerce Bank
Member FDIC

FOR DEPOSIT ONLY
Rick Sal's Investment Capital

1151

Check 1151. Amount \$7,227.50 Date Presented 10/21/2002

RIMMAX WHEELS, LLC.
1148 PULASKI HIGHWAY
SUITE 107-344
REAR, OK 73761

DATE 11/14/02

PAY TO THE ORDER OF Philbrow's Ice Creams

\$ 500.00

Commerce Bank
Member FDIC

FOR DEPOSIT ONLY

1152

Check 1152. Amount \$500.00 Date Presented 11/14/2002

SECURED FINANCIAL DOCUMENT. SEE BACK FOR DETAILS.

RIMMAX WHEELS, LLC.
1148 PULASKI HIGHWAY
SUITE 107-344
BEAR, DE 19701

1151

PAY TO THE ORDER OF RC Components, Inc. \$ 7227.50
Seven thousand two hundred and twenty-seven and 50/100 4530 DOLLARS

DATE 10/9/02

62-780/312 DE

Commerce Bank
America's Most Convenient Bank®
1-800-YES-2000

FOR Rick Ball's production deposit. @ Marc C. Math / Rick Ball

⑈001151⑈ ⑆031207801⑆ 66 100900 1⑈ ⑈0000722750⑈

[illegible]

EXHIBIT J

Cashier's Check



No. 335001246

Date 05/21/2003

Pay to the Order of JC COMPNETS

FORTY FOUR THOUSAND

\$ 44,000.00

REMAX WHEELS, LLC

PNC Bank, Delaware

[Signature]

335001246 MICR 335001246

335001246

335001246

EXHIBIT K

RIMMAX WHEELS, LLC

MICHAEL ANTONIO RIVERS, JR. 020252077 449 23 3189 7600
 MARC CLARENCE MATHIS
 1146 PULASKI HWY SUITE 107-344
 BEAR, DE 19701
 (302) 266-8444

1002

PAY
 TO THE
 ORDER OF

RC Components

DATE April 5, 2003

62-86-311

One Hundred Twenty One Dollar $\frac{45}{100}$

\$121.45

FIRST UNION

First Union National Bank
 of Delaware
 firstunion.com
 Org. 049 R/T 031100869

DOLLARS

FOR Remaining Balance of Purchase Order

Michael Rivers

⑈00001002⑈ ⑆061100869⑆ 2000011210243⑈

⑈0000012140⑈

083902593
 020252077 449 23 3189 7600
 020252077 04-10-03
 003902593 0134941860

>083902646< FARMERS NAT
 04-09-03 031000011
 004 031 COLLECTING 000 0000000
 1024100073

083902646
 FARMERS
 NATIONAL BANK
 FORT LAUDERDALE, FL 33304
 083902646

0001 325033

2545

PAY TO THE ORDER OF
 FARMERS NATIONAL BANK
 SCOTTSVILLE, KY 42164
 083902646
 FORT DEPOSIT ONLY
 NO COMPONENTS

Account	Date	Amount	Serial Number	Sequence	Status
000000000011210243	4/10/2003	\$121.40	000000000001002	000000000001024100073	Postec Items

Wachovia Bank N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia National Bank or its predecessors.

EXHIBIT L

RIMMAX WHEELS, LLC
 MICHAEL ANTONIO RIVERS, JR.
 MARC CLARENCE MATHIS
 1148 PULASKI HWY SUITE 107-344
 SEAR, DE 19701
 (302) 266-8444

1036

040508459 400 15 DATE 3567/103

62-86-311

PAY
 TO THE
 ORDER OF

RC Components

Twenty thousand 00/100

\$ 20,000

DOLLARS

FIRST UNION

First Union National Bank
 of Delaware
 firstunion.com
 Orig. 049 R/T 031100869

FOR Purchase Orders

(Signature)

⑈00001036⑈ ⑈03⑈100869⑈20000⑈1210243⑈

⑈0002000000⑈

083000593
 3642 0001 009 05122003

0336008468

FRB-PHILA**RCPC
 040508459 0310000040
 040508459 05-12-03

>083902646< FARMERS NATL BANK

05-09-03 031000011

003 03 COLLECTING 031000011

8629426404

PAY TO THE ORDER OF
 FARMERS NATIONAL BANK
 SCOTTSDALE, KY 42168-0000
 083902646
 FOR DEPOSIT OR
 TO THE ORDER OF
 RC COMPONENTS
 023.392.

Account	Date	Amount	Serial Number	Sequence	Status
000002000011210243	5/12/2003	\$20,000.00	000000000001036	00000000008629426404	Posted Items

Wachovia Bank N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia National Bank or its predecessors.

EXHIBIT M

RIMMAX WHEELS, LLC
MICHAEL ANTONIO RIVERS, JR.
MARC CLARENCE MATHIS
1148 PULASKI HWY SUITE 107-344
BEAR, DE 19701
(302) 266-8444

1001

100524073 404 23 3114 3690

DATE 4/4/03 52-86-311

PAID TO ORDER OF RC Components

Ten thousand five hundred and twenty ⁵⁰/₁₀₀

DOLLARS

FIRST UNION
First Union National Bank
of Delaware
firstunion.com
Org. 049 R/T 031100869

FOR Purchase order cust 12160

[Signature]

⑈00001001⑈ ⑆03⑆00869⑆20000⑆1210243⑈

⑈0001052050⑈

083000593 083000593
04-07-03 04-07-03
003 003
083000593 083000593
04-07-03 04-07-03
003 003

NR-703

083000593
FARMERS NATL
04-07-03
003

0001 23970

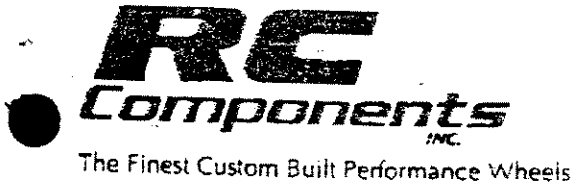
083902646 FARMERS NATL
04-07-03 04-07-03
003 003
083902646 083902646
04-07-03 04-07-03
003 003

PAID TO ORDER
FARMERS NATIONAL BANK
04-07-03
003

count	Date	Amount	Serial Number	Sequence	Status
0002000011210243	4/8/2003	\$10,520.50	000000000001001	00000000000921129479	DDA Exception

Wachovia Bank N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia National Bank or its predecessors.

EXHIBIT N



RIM - MAX WHEEL PRICING

Design time will be billed at \$80.00 per hour

Design time is a one - time charge per design or part number

Production Lead time is 30 days from R C components

Minimum Order Quantities

Design of the spinner is a 10 piece minimum run per design with a 20 piece minimum run per set up

End - Caps are a 25 piece minimum run per Style and / or part number

Production Run Pricing

Description	Pricing
17 x 3.50 Polished Rim (No End-Caps)	\$415.00
17 x 5.50 Polished Rim (No End-Caps)	\$445.00
2 End-Caps (1 Set)	\$90.00
Spinner	\$178.00
Hardware For Spinner	\$240.00
Chrome Wheel	\$140.00
Chrome 2 End-Caps (1 Set)	\$20.00
Chrome Spinner	\$70.00
Polished Sprocket	\$40.00

MONEY BREAKDOWN

Deposit	\$7,227.50
Design Time	\$2,560.00
New Balance	\$4,667.50
What RC Has Shipped	
Front Single Spinner - Polished	\$823.00
Rear Single Spinner - Polished	\$953.00
Front Double Spinner - Chrome	\$1,641.00
Rear Double Spinner - Chrome	\$1,671.00
Total Shipped	\$5,188.00
Now Owe	\$520.50

Production Pricing

Spinner Design (10 Per Design)	$\$178.00 \times 10 = \$1,780.00$
(Run Min. 2 Designs Per Order)	$(\$1,780.00 \times 2 = \$3,560.00)$
Front End-Cap Sets (20 Sets)	$\$90.00 \times 20 = \$1,800.00$
Rear End-Cap Sets (20 Sets)	$\$90.00 \times 20 = \$1,800.00$
Spinner Hardware (20 Kits)	$\$240.00 \times 20 = \$4,800.00$
Production Total	\$11,960.00
Now Owe	\$520.50
Total Total	\$12,480.50

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE, **SPLIT COMMON
 CUSTOMER

NUMBER	PRM DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
05/18/03	04/18/03	SPRS30-46	46TH SPROCKET 530 CHAIN			000	C EACH	32.400	1.000	0.000	0.000	32.40
		/POLISH	POLISHING SER/NON INVENTORY									10.00
			FREIGHT									29.95

0012160 RIMMax Wheels

0038850

STD

ORDER DATE: 03/18/03

STATUS: OPEN

ORDER 0038849 TOTAL:

2,408.35

SHIP DATE: 05/18/03

INV DATE:

05/18/03	/C	RM031735048-12C	2001 ZX-12	CUST PO: PATRICK STRICKL	SLSPRN:	FRB	LAST INVOICE:					
05/18/03		RM031735098-12C	17X3.5" RIM MAX (DYNASTY) SPIN		000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03		SPRS30-46	17X3.5" RIM MAX (DYNASTY) SPIN		000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03		/POLISH	46TH SPROCKET 530 CHAIN		000	C EACH	32.400	1.000	0.000	0.000	32.40	
			POLISHING SER/NON INVENTORY								10.00	
			FREIGHT								29.95	

ORDER 0038850 TOTAL:

2,408.35

SHIP DATE: 05/20/03

INV DATE:

0012160 RIMMax Wheels

0039702

STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039702 TOTAL:

2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/20/03	/C	RM031735040-12C	2002 GSXR 750	CUST PO: PITSTOP	SLSPRN:	FRB	LAST INVOICE:					
05/20/03		RM031735090-12C	17X3.5" RIM MAX (DYNASTY) SPIN		000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/20/03		SPRS30-42	17X3.5" RIM MAX (DYNASTY) SPIN		000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/20/03		/POLISH	42TH SPROCKET 530 CHAIN		000	C EACH	30.000	1.000	0.000	0.000	30.00	
			POLISHING SER/NON INVENTORY								10.00	
			FREIGHT								25.95	

0012160 RIMMax Wheels

0039703

STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039703 TOTAL:

2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03	/C	RM031735042-10C	1991 YAMAHA R1	CUST PO: SHAWN EDMONDS	SLSPRN:	FRB	LAST INVOICE:					
05/18/03		RM031735092-10C	17X3.5" RIM MAX (FREESTYLE) SF		000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03		SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SF		000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03		/POLISH	42TH SPROCKET 530 CHAIN		000	C EACH	30.000	1.000	0.000	0.000	30.00	
			POLISHING SER/NON INVENTORY								10.00	
			FREIGHT								25.95	

0012160 RIMMax Wheels

0039706

STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039706 TOTAL:

2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03	/C	RM031735040-10C	2002 GSXR 1000	CUST PO: ROBERTO RODRIG	SLSPRN:	FRB	LAST INVOICE:					
05/18/03		RM031735090-10C	17X3.5" RIM MAX (FREESTYLE) SF		000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03		SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SF		000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
04/18/03		/POLISH	42TH SPROCKET 530 CHAIN		000	C EACH	30.000	1.000	0.000	0.000	30.00	
			POLISHING SER/NON INVENTORY								10.00	
			FREIGHT								25.95	

0012150 RIMMax Wheels

0039708

STD

ORDER DATE: 04/18/03

STATUS: NEW

ORDER 0039708 TOTAL:

2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03	/C	RM031735040-10C	2003 GSXR 1000	CUST PO: ROCCO GARGANO	SLSPRN:	FRB	LAST INVOICE:					
05/18/03		RM031735090-10C	17X3.5" RIM MAX (FREESTYLE) SF		000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03		SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SF		000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
04/18/03		/POLISH	42TH SPROCKET 530 CHAIN		000	C EACH	30.000	1.000	0.000	0.000	30.00	
			POLISHING SER/NON INVENTORY								10.00	
			FREIGHT								25.95	

0012160 RIMMax Wheels

0039700

STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039700 TOTAL:

2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03	/C	RM031735040-12C	2001 GSXR 750	CUST PO: PATRICK STRICKL	SLSPRN:	FRB	LAST INVOICE:					
05/18/03		RM031735090-12C	17X3.5" RIM MAX (DYNASTY) SPIN		000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03		SPRS30-42	17X3.5" RIM MAX (DYNASTY) SPIN		000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
04/18/03		/POLISH	42TH SPROCKET 530 CHAIN		000	C EACH	30.000	1.000	0.000	0.000	30.00	
			POLISHING SER/NON INVENTORY								10.00	
			FREIGHT								29.95	

System Date: 04/23/03 7:32:24 pm

Print Date: 04/23/03

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OPEN SALES ORDER REPORT

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RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

*-PRICE CHANGE, **-SPLIT COMMODITY
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

ORDER NO TYPE
DESCRIPTION

P UNIT
WHS L MEAS PRICE

QTY ON
ORDER

QUANTITY
SHIPPED

QUANTITY
BACK ORD

EXTENSION

0012160 RIMMax Wheels

0039711 STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039709 TOTAL: 2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03 /C
05/18/03 RM031735042-10C
05/18/03 RM031735092-10C
05/18/03 SPR530-42
04/18/03 /POLISH

CUST PO: SOUTH SHORE
1999 YAMAHA R1
17X3.5" RIM MAX (FREESTYLE) SP
17X5.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SERMON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000 1.000
000 C EACH 1,183.000 1.000
000 C EACH 30.000 1.000

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
10.00
29.95

0012160 RIMMax Wheels

0039712 STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039711 TOTAL: 2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03 /C
05/18/03 RM031735042-10C
05/18/03 RM031735092-10C
05/18/03 SPR530-42
04/18/03 /POLISH

CUST PO: ANGEL CORREA
2003 YAMAHA R1
17X3.5" RIM MAX (FREESTYLE) SP
17X5.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SERMON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000 1.000
000 C EACH 1,183.000 1.000
000 C EACH 30.000 1.000

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
10.00
29.95

0012160 RIMMax Wheels

0039713 STD

ORDER DATE: 04/18/03

STATUS: NEW

ORDER 0039712 TOTAL: 2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03 /C
05/18/03 RM031735042-10C
05/18/03 RM031735092-10C
05/18/03 SPR530-42
04/18/03 /POLISH

CUST PO: RIMMAX
1999 YAMAHA R1
17X3.5" RIM MAX (DYNASTY) SPIN
17X5.5" RIM MAX (DYNASTY) SPIN
42TH SPROCKET 530 CHAIN
POLISHING SERMON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000 1.000
000 C EACH 1,183.000 1.000
000 C EACH 30.000 1.000

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
10.00
29.95

0012160 RIMMax Wheels

0039715 STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039713 TOTAL: 2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03 /C
05/18/03 RM031735048-10C
05/18/03 RM031735098-10C
05/18/03 SPR530-46
05/18/03 /POLISH

CUST PO: JAY SMITH
2002 ZX-12
17X3.5" RIM MAX (FREESTYLE) SP
17X5.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SERMON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000 1.000
000 C EACH 1,183.000 1.000
000 C EACH 30.000 1.000

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
10.00
29.95

0012160 RIMMax Wheels

0039716 STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039715 TOTAL: 2,405.95

SHIP DATE: 05/18/03

INV DATE:

05/18/03 YA031735030-62C
05/18/03 YA031735080-62C
05/18/03 SPR530-42
04/18/03 /POLISH

CUST PO: STEPHEN KEHLER
17X3.5 SLA 98- R1 C
17X5.5 SLA 98- R1 C
42TH SPROCKET 530 CHAIN
POLISHING SERMON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 725.625 1.000
000 C EACH 806.625 1.000
000 C EACH 30.000 1.000

0.000 0.000 725.63
0.000 0.000 806.63
0.000 0.000 30.00
10.00
29.95

0012160 RIMMax Wheels

0039717 STD

ORDER DATE: 04/18/03

STATUS: OPEN

ORDER 0039716 TOTAL: 1,602.21

SHIP DATE: 05/18/03

INV DATE:

05/18/03 /C
05/18/03 RM031735042-10C
05/18/03 RM031735092-10C
05/18/03 SPR530-42
04/18/03 /POLISH

CUST PO: STEPHEN KEHLER
2001 YAMAHA R1
17X3.5" RIM MAX (FREESTYLE) SP
17X5.5" RIM MAX (FREESTYLE) SP
42TH SPROCKET 530 CHAIN
POLISHING SERMON INVENTORY
FREIGHT

SLSPRN: FRB LAST INVOICE:
000 C EACH 1,153.000 1.000
000 C EACH 1,183.000 1.000
000 C EACH 30.000 1.000

0.000 0.000 1,153.00
0.000 0.000 1,183.00
0.000 0.000 30.00
10.00
29.95

ORDER 0039717 TOTAL: 2,405.95

Print Date: 04/23/03 7:52 pm

Print Date: 04/23/03

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RC Components, Inc.
SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

PRICE CHANGE ***SPLIT COMMODITY

NUMBER	PRM DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	F UNIT	WHS L	MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
05/18/03		SPR530-46	46TH SPROCKET 530 CHAIN			000	C	EACH	32.400	1.000	0.000	0.000	32.40
04/18/03		/POLISH	POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95

ORDER 0038846 TOTAL: 2,408.35

0012160 RIMMax Wheels 0038850 STD ORDER DATE: 03/18/03 STATUS: OPEN

SHIP DATE: 05/18/03

			CUST PO: PATRICK STRUCKL	SLSPRN:	FRB	LAST INVOICE:							
			2001 ZX-12										
05/18/03		/C											
05/18/03		RM031735048-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C	EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/18/03		RM031755096-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C	EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/18/03		SPR530-46	46TH SPROCKET 530 CHAIN	000	C	EACH	32.400	1.000	0.000	0.000	0.000	0.000	32.40
05/18/03		/POLISH	POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95

ORDER 0038850 TOTAL: 2,408.35

0012160 RIMMax Wheels 0039702 STD ORDER DATE: 04/18/03 STATUS: OPEN

SHIP DATE: 05/20/03

			CUST PO: PITSTOP	SLSPRN:	FRB	LAST INVOICE:							
			2002 GSXR 750										
05/20/03		/C											
05/20/03		RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C	EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/20/03		RM031755090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C	EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/20/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C	EACH	30.000	1.000	0.000	0.000	0.000	0.000	30.00
05/20/03		/POLISH	POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95

ORDER 0039702 TOTAL: 2,403.95

0012160 RIMMax Wheels 0039705 STD ORDER DATE: 04/18/03 STATUS: OPEN

SHIP DATE: 05/18/03

			CUST PO: SHAWN EDMONDS	SLSPRN:	FRB	LAST INVOICE:							
			1991 YAMAHA R1										
05/18/03		/C											
05/18/03		RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C	EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C	EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C	EACH	30.000	1.000	0.000	0.000	0.000	0.000	30.00
05/18/03		/POLISH	POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95

ORDER 0039705 TOTAL: 2,403.95

0012160 RIMMax Wheels 0039706 STD ORDER DATE: 04/18/03 STATUS: OPEN

SHIP DATE: 05/18/03

			CUST PO: ROBERTO RODRIG	SLSPRN:	FRB	LAST INVOICE:							
			2002 GSXR 1000										
05/18/03		/C											
05/18/03		RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C	EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/18/03		RM031755090-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C	EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C	EACH	30.000	1.000	0.000	0.000	0.000	0.000	30.00
04/18/03		/POLISH	POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95

ORDER 0039706 TOTAL: 2,403.95

0012160 RIMMax Wheels 0039708 STD ORDER DATE: 04/18/03 STATUS: NEW

SHIP DATE: 05/18/03

			CUST PO: ROCCO GARGANO	SLSPRN:	FRB	LAST INVOICE:							
			2003 GSXR 1000										
05/18/03		/C											
05/18/03		RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C	EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/18/03		RM031755090-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C	EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C	EACH	30.000	1.000	0.000	0.000	0.000	0.000	30.00
04/18/03		/POLISH	POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95

ORDER 0039708 TOTAL: 2,403.95

0012160 RIMMax Wheels 0039709 STD ORDER DATE: 04/18/03 STATUS: OPEN

SHIP DATE: 05/18/03

			CUST PO: PATRICK STRUCKL	SLSPRN:	FRB	LAST INVOICE:							
			2002 GSXR 750										
05/18/03		/C											
05/18/03		RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C	EACH	1,153.000	1.000	0.000	0.000	0.000	0.000	1,153.00
05/18/03		RM031755090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C	EACH	1,183.000	1.000	0.000	0.000	0.000	0.000	1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C	EACH	30.000	1.000	0.000	0.000	0.000	0.000	30.00
04/18/03		/POLISH	POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95

System Date: 04/18/03 12:31 pm

Application Date: 04/18/03

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OPEN SALES ORDER REPORT

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE. **SPLIT COMMON

CUSTOMER NUMBER	MEMO DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHS L	MTRAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
ORDER 0039709 TOTAL: 2,405.95													
0012160	RIMMax Wheels			0039711	STD								
ORDER DATE: 04/18/03 STATUS: OPEN													
SHIP DATE: 05/18/03													
CUST PO: SOUTH SHORE													
1999 YAMAHA R1													
05/18/03	/C	RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000			1,000	0.000	0.000		1,153.00
05/18/03		RM031755092-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000			1,000	0.000	0.000		1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000			1,000	0.000	0.000		30.00
04/18/03	/POLISH		POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95
ORDER 0039711 TOTAL: 2,405.95													
0012160	RIMMax Wheels			0039712	STD								
ORDER DATE: 04/18/03 STATUS: OPEN													
SHIP DATE: 05/18/03													
CUST PO: ANGEL CORREA													
2003 YAMAHA R1													
05/18/03	/C	RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000			1,000	0.000	0.000		1,153.00
05/18/03		RM031755092-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000			1,000	0.000	0.000		1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000			1,000	0.000	0.000		30.00
04/18/03	/POLISH		POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95
ORDER 0039712 TOTAL: 2,405.95													
0012160	RIMMax Wheels			0039713	STD								
ORDER DATE: 04/18/03 STATUS: NEW													
SHIP DATE: 05/18/03													
CUST PO: RIMMAX													
1999 YAMAHA R1													
05/18/03	/C	RM031735042-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000			1,000	0.000	0.000		1,153.00
05/18/03		RM031755092-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000			1,000	0.000	0.000		1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000			1,000	0.000	0.000		30.00
04/18/03	/POLISH		POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95
ORDER 0039713 TOTAL: 2,405.95													
0012160	RIMMax Wheels			0039715	STD								
ORDER DATE: 04/18/03 STATUS: OPEN													
SHIP DATE: 05/18/03													
CUST PO: JAY SMITH													
2002 ZX-12													
05/18/03	/C	RM031735048-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000			1,000	0.000	0.000		1,153.00
05/18/03		RM031755098-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000			1,000	0.000	0.000		1,183.00
05/18/03		SPR530-46	46TH SPROCKET 530 CHAIN	000	C EACH	30.000			1,000	0.000	0.000		30.00
05/18/03	/POLISH		POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95
ORDER 0039715 TOTAL: 2,405.95													
0012160	RIMMax Wheels			0039716	STD								
ORDER DATE: 04/18/03 STATUS: OPEN													
SHIP DATE: 05/18/03													
CUST PO: STEPHEN KEHLER													
17X3.5 SLA 98+ R1 C													
05/18/03	YA031735030-62C		17X3.5 SLA 98+ R1 C	000	C EACH	725.625			1,000	0.000	0.000		725.63
05/18/03			17X5.5 SLA 98+ R1 C	000	C EACH	806.625			1,000	0.000	0.000		806.63
05/18/03	SPR530-42		42TH SPROCKET 530 CHAIN	000	C EACH	30.000			1,000	0.000	0.000		30.00
04/18/03	/POLISH		POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95
ORDER 0039716 TOTAL: 1,602.21													
0012160	RIMMax Wheels			0039717	STD								
ORDER DATE: 04/18/03 STATUS: OPEN													
SHIP DATE: 05/18/03													
CUST PO: STEPHEN KEHLER													
2001 YAMAHA R1													
05/18/03	/C	RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000			1,000	0.000	0.000		1,153.00
05/18/03		RM031755092-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000			1,000	0.000	0.000		1,183.00
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000			1,000	0.000	0.000		30.00
04/18/03	/POLISH		POLISHING SER/NON INVENTORY										10.00
			FREIGHT										29.95
ORDER 0039717 TOTAL: 2,405.95													

Run Date: 04/18/03 12:31 pm

Application Date: 04/18/03

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OPEN SALES ORDER REPORT

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE, **SPLIT COMMON
CUSTOMER

NUMBER	PRM	DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHS 1	MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMax Wheels				0039718	STD								
CUST PO: DARNELL JOHNSON SLSPRSN: FRB LAST INVOICE:														
2002 YAMAHA R1														
05/18/03	/C		RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH			1,153.000		1.000	0.000	0.000	1,153.00
05/18/03	/C		RM031735092-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH			1,183.000		1.000	0.000	0.000	1,183.00
05/18/03	/C		SPR330-42	42TH SPROCKET 530 CHAIN	000	C EACH			30.000		1.000	0.000	0.000	30.00
04/18/03	/POLISH			POLISHING SERVICON INVENTORY										10.00
				FREIGHT										29.95
SHIP DATE: 05/18/03														
INV DATE:														
ORDER 0039718 TOTAL: 2,405.95														

NUMBER	PRM	DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHS 1	MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMax Wheels				0039719	STD								
CUST PO: LYNCHBURG SLSPRSN: FRB LAST INVOICE:														
2003 GSXR 1000														
05/18/03	/C		RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH			1,153.000		1.000	0.000	0.000	1,153.00
05/18/03	/C		RM031735090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH			1,183.000		1.000	0.000	0.000	1,183.00
05/18/03	/C		SPR330-42	42TH SPROCKET 530 CHAIN	000	C EACH			30.000		1.000	0.000	0.000	30.00
04/18/03	/POLISH			POLISHING SERVICON INVENTORY										10.00
				FREIGHT										29.95
SHIP DATE: 05/18/03														
INV DATE:														
ORDER 0039719 TOTAL: 2,405.95														

NUMBER	PRM	DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHS 1	MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMax Wheels				0039720	STD								
CUST PO: RIMMAX SLSPRSN: FRB LAST INVOICE:														
2001 GSXR 750														
05/18/03	/C		RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH			1,153.000		1.000	0.000	0.000	1,153.00
05/18/03	/C		RM031735090-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH			1,183.000		1.000	0.000	0.000	1,183.00
05/18/03	/C		SPR330-42	42TH SPROCKET 530 CHAIN	000	C EACH			30.000		1.000	0.000	0.000	30.00
04/18/03	/POLISH			POLISHING SERVICON INVENTORY										10.00
				FREIGHT										29.95
SHIP DATE: 05/18/03														
INV DATE:														
ORDER 0039720 TOTAL: 2,405.95														

NUMBER	PRM	DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHS 1	MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMax Wheels				0039721	STD								
CUST PO: LYNCHBURG SLSPRSN: FRB LAST INVOICE:														
2003 GSXR 1000														
05/18/03	/C		RM031735040-11C	17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH			1,641.000		1.000	0.000	0.000	1,641.00
05/18/03	/C		RM031735090-11C	17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH			1,671.000		1.000	0.000	0.000	1,671.00
05/18/03	/C		SPR330-42	42TH SPROCKET 530 CHAIN	000	C EACH			30.000		1.000	0.000	0.000	30.00
05/18/03	/POLISH			POLISHING SERVICON INVENTORY										10.00
				FREIGHT										29.95
SHIP DATE: 05/18/03														
INV DATE:														
ORDER 0039721 TOTAL: 3,381.95														

NUMBER	PRM	DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHS 1	MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMax Wheels				0039722	STD								
CUST PO: MACHINES MAYN SLSPRSN: FRB LAST INVOICE:														
2002 GSXR 750														
05/18/03	/C		RM031735040-11C	17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH			1,641.000		1.000	0.000	0.000	1,641.00
05/18/03	/C		RM031735090-11C	17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH			1,671.000		1.000	0.000	0.000	1,671.00
05/18/03	/C		SPR330-42	42TH SPROCKET 530 CHAIN	000	C EACH			30.000		1.000	0.000	0.000	30.00
04/18/03	/POLISH			POLISHING SERVICON INVENTORY										10.00
				FREIGHT										29.95
SHIP DATE: 05/18/03														
INV DATE:														
ORDER 0039722 TOTAL: 3,381.95														

NUMBER	PRM	DATE	ITEM NUMBER	DESCRIPTION	ORDER NO	TYPE	P UNIT	WHS 1	MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMax Wheels				0039724	STD								
CUST PO: JIMMY SOTO SLSPRSN: FRB LAST INVOICE:														
2001 GSXR 1000														
05/18/03	/C		RM031735040-10	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH			923.000		1.000	0.000	0.000	923.00
05/18/03	/C		RM031735090-10	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH			953.000		1.000	0.000	0.000	953.00
05/18/03	/C		SPR330-42	42TH SPROCKET 530 CHAIN	000	C EACH			30.000		1.000	0.000	0.000	30.00
04/18/03	/POLISH			POLISHING SERVICON INVENTORY										10.00
				FREIGHT										29.95
SHIP DATE: 05/18/03														
INV DATE:														
ORDER 0039724 TOTAL: 1,945.95														

OPEN SALES ORDER REPORT

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

PRICE CHANGE, SPLIT COMMSN

CUSTOMER NUMBER PRM DATE ITEM NUMBER

ORDER NO TYPE DESCRIPTION

P UNIT WHEEL MEAS PRICE

QTY ON ORDER

QUANTITY SHIPPED

QUANTITY BACK ORD

EXTENSION

0012160 RIMMax Wheels

0039725

STD

ORDER DATE: 04/18/03

STATUS: OPEN

SHIP DATE: 05/18/03

05/18/03 /C RM031735038-10
05/18/03 RM031755088-10
05/18/03 SPR330-40
04/18/03 /POLISH

CUST PO: ROBERT HOGAN
2002 HYABUSA
17X3.5" RIM MAX (FREESTYLE) SP
17X3.5" RIM MAX (FREESTYLE) SP
40TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 923.000
000 C EACH 933.000
000 C EACH 32.400

1.000
1.000
1.000

INV DATE:

0.000 0.000 923.00
0.000 0.000 933.00
0.000 0.000 32.40

10.00
29.95

ORDER 0039725 TOTAL: 1,948.35

SHIP DATE: 05/18/03

INV DATE:

0.000 0.000 11,530.00
0.000 0.000 11,530.00
0.000 0.000 324.00
100.00
180.00

0012160 RIMMax Wheels

0039726

STD

ORDER DATE: 04/18/03

STATUS: OPEN

SHIP DATE: 05/18/03

05/18/03 /C RM031735038-10C
05/18/03 RM031755088-10C
05/18/03 SPR330-40
04/18/03 /POLISH

CUST PO: RIMMAX
2K HYABUSA
17X3.5" RIM MAX (FREESTYLE) SP
17X3.5" RIM MAX (FREESTYLE) SP
40TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,153.000
000 C EACH 1,163.000
000 C EACH 32.400

10.000
10.000
10.000

ORDER 0039726 TOTAL: 23,864.00

SHIP DATE: 05/18/03

INV DATE:

0.000 0.000 5,765.00
0.000 0.000 5,915.00
0.000 0.000 162.00
30.00
140.00

0012160 RIMMax Wheels

0039727

STD

ORDER DATE: 04/18/03

STATUS: OPEN

SHIP DATE: 05/18/03

05/18/03 /C RM031735038-12C
05/18/03 RM031755088-12C
05/18/03 SPR330-40
04/18/03 /POLISH

CUST PO: RIMMAX
2K HYABUSA
17X3.5" RIM MAX (DYNASTY) SPIN
17X3.5" RIM MAX (DYNASTY) SPIN
40TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,153.000
000 C EACH 1,163.000
000 C EACH 32.400

5.000
5.000
5.000

ORDER 0039727 TOTAL: 12,032.00

SHIP DATE: 05/18/03

INV DATE:

0.000 0.000 1,153.00
0.000 0.000 1,163.00
0.000 0.000 30.00
10.00
29.95

0012160 RIMMax Wheels

0039728

STD

ORDER DATE: 04/18/03

STATUS: OPEN

SHIP DATE: 05/18/03

05/18/03 /C RM031735040-12C
05/18/03 RM031755090-12C
05/18/03 SPR330-42
04/18/03 /POLISH

CUST PO: JULIUS PALL
2002 GSXR 600
17X3.5" RIM MAX (DYNASTY) SPIN
17X3.5" RIM MAX (DYNASTY) SPIN
42TH SPROCKET 530 CHAIN
POLISHING SER/NON INVENTORY
FREIGHT

SLSPRN:

FRB

LAST INVOICE:

000 C EACH 1,153.000
000 C EACH 1,163.000
000 C EACH 30.000

1.000
1.000
1.000

ORDER 0039728 TOTAL: 2,403.05

CUSTOMER 0012160 TOTAL: 102,182.51

REPORT TOTAL: 102,182.51

Yamaha RG
CBR 954RR
CBR 600 } Not Available
at this time.

OPEN SALES ORDER REPORT

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE **--SPLIT COMMSN
CUSTOMER

CUSTOMER			ORDER NO	TYPE	P UNIT	WHLS L MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
NUMBER	PRM DATE	ITEM NUMBER	DESCRIPTION								
0012160		RIMMax Wheel	0039725	STD							
			CUST PO: ROBERT HOGAN	SLSPRSN:	FRB	LAST INVOICE:		SHIP DATE: 05/18/03			
			2002 HYABUSA								
05/18/03	/C	RM031735038-10	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	923.000	1.000	0.000	0.000	923.00	
05/18/03		RM031735088-10	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	953.000	1.000	0.000	0.000	953.00	
05/18/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	32.40	
04/18/03	/POLISH		POLISHING SERMON INVENTORY					0.000	0.000	10.00	
			FREIGHT					0.000	0.000	29.95	
			ORDER 0039725 TOTAL: 1,948.35								
0012160		RIMMax Wheel	0039726	STD							
			CUST PO: RIMMAX	SLSPRSN:	FRB	LAST INVOICE:		SHIP DATE: 05/18/03			
			2K HYABUSA								
05/18/03	/C	RM031735038-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000	10.000	0.000	0.000	11,530.00	
05/18/03		RM031735088-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000	10.000	0.000	0.000	11,830.00	
05/18/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	10.000	0.000	0.000	324.00	
04/18/03	/POLISH		POLISHING SERMON INVENTORY					0.000	0.000	100.00	
			FREIGHT					0.000	0.000	180.00	
			ORDER 0039726 TOTAL: 23,964.00								
0012160		RIMMax Wheel	0039727	STD							
			CUST PO: RIMMAX	SLSPRSN:	FRB	LAST INVOICE:		SHIP DATE: 05/18/03			
			2K HYABUSA								
05/18/03	/C	RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	5.000	0.000	0.000	5,765.00	
05/18/03		RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	5.000	0.000	0.000	5,915.00	
05/18/03		SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	5.000	0.000	0.000	162.00	
04/18/03	/POLISH		POLISHING SERMON INVENTORY					0.000	0.000	50.00	
			FREIGHT					0.000	0.000	140.00	
			ORDER 0039727 TOTAL: 12,032.00								
0012160		RIMMax Wheel	0039728	STD							
			CUST PO: JULIUS PAUL	SLSPRSN:	FRB	LAST INVOICE:		SHIP DATE: 05/18/03			
			2002 GSXR 600								
05/18/03	/C	RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03		RM031735090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000	1.000	0.000	0.000	30.00	
04/18/03	/POLISH		POLISHING SERMON INVENTORY					0.000	0.000	10.00	
			FREIGHT					0.000	0.000	29.95	
			ORDER 0039728 TOTAL: 2,405.95								
0012160		RIMMax Wheel	0039840	STD							
			CUST PO: EAST COAST RIME	SLSPRSN:	FRB	LAST INVOICE:		SHIP DATE: 05/30/03			
			2002 GSXR 1000								
05/30/03	/C	RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/30/03		RM031735090-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/30/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000	1.000	0.000	0.000	30.00	
05/30/03	/POLISH		POLISHING SERMON INVENTORY					0.000	0.000	10.00	
			FREIGHT					0.000	0.000	29.95	
			ORDER 0039840 TOTAL: 2,405.95								
0012160		RIMMax Wheel	0039841	STD							
			CUST PO: ROCCO GARGANO	SLSPRSN:	FRB	LAST INVOICE:		SHIP DATE: 05/30/03			
			2003 YAMAHA R1								
05/30/03	/C	RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/30/03		RM031735092-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/30/03		SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000	1.000	0.000	0.000	30.00	
04/23/03	/POLISH		POLISHING SERMON INVENTORY					0.000	0.000	10.00	
			FREIGHT					0.000	0.000	29.95	
			ORDER 0039841 TOTAL: 2,405.95								

OPEN SALES ORDER REPORT

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE, **SPLIT COMMON
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

ORDER NO TYPE DESCRIPTION P UNIT WHS L MEAS PRICE QTY ON ORDER QUANTITY SHIPPED QUANTITY BACK ORD EXTENSION

0012160 RIMMax Wheels
0039842 STD ORDER DATE: 04/23/03 STATUS: OPEN
CUST PO: RAS KAWASAKI
2002 ZX-12
17X3.5" RIM MAX (FREESTYLE) SP 000 C EACH 1,153.000 1.000 0.000 0.000 1,153.00
17X3.5" RIM MAX (FREESTYLE) SP 000 C EACH 1,183.000 1.000 0.000 0.000 1,183.00
46TH SPROCKET 530 CHAIN 000 C EACH 30.000 1.000 0.000 0.000 30.00
POLISHING SER/NON INVENTORY
FREIGHT
SHIP DATE: 05/30/03
INV DATE:
05/30/03 /C RM031735048-10C
05/30/03 RM031735098-10C
05/30/03 SPR530-46
04/23/03 /POLISH
ORDER 0039842 TOTAL: 2,405.95

0012160 RIMMax Wheels
0039845 STD ORDER DATE: 04/23/03 STATUS: NEW
CUST PO: THE ACCESS STOR
2002 GSXR 1000
17X3.5" RIM MAX (DYNASTY) SPIN 000 C EACH 1,153.000 1.000 0.000 0.000 1,153.00
17X3.5" RIM MAX (DYNASTY) SPIN 000 C EACH 1,183.000 1.000 0.000 0.000 1,183.00
42TH SPROCKET 530 CHAIN 000 C EACH 30.000 1.000 0.000 0.000 30.00
POLISHING SER/NON INVENTORY
FREIGHT
SHIP DATE: 05/30/03
INV DATE:
05/30/03 /C RM031735040-12C
05/30/03 RM031735000-12C
05/30/03 SPR530-42
04/23/03 /POLISH
ORDER 0039845 TOTAL: 2,405.95

0012160 RIMMax Wheels
0039846 STD ORDER DATE: 04/23/03 STATUS: OPEN
CUST PO: THE ACCESS STOR
2003 HYARUSA
17X3.5" RIM MAX (TRUTH) SPINNE 000 C EACH 1,641.000 1.000 0.000 0.000 1,641.00
17X3.5" RIM MAX (TRUTH) SPINNE 000 C EACH 1,671.000 1.000 0.000 0.000 1,671.00
46TH SPROCKET 530 CHAIN 000 C EACH 32.400 1.000 0.000 0.000 32.40
POLISHING SER/NON INVENTORY
FREIGHT
SHIP DATE: 05/30/03
INV DATE:
05/30/03 /C RM031735038-11C
05/30/03 RM031735008-11C
05/30/03 SPR530-40
04/23/03 /POLISH
ORDER 0039846 TOTAL: 3,384.35

0012160 RIMMax Wheels
0039847 STD ORDER DATE: 04/23/03 STATUS: OPEN
CUST PO: RIM MAX
2002 ZX-12
17X3.5" RIM MAX (FREESTYLE) SP 000 C EACH 1,153.000 4.000 0.000 0.000 4,612.00
17X3.5" RIM MAX (FREESTYLE) SP 000 C EACH 1,183.000 4.000 0.000 0.000 4,732.00
46TH SPROCKET 530 CHAIN 000 C EACH 32.400 4.000 0.000 0.000 129.60
POLISHING SER/NON INVENTORY
FREIGHT
SHIP DATE: 05/30/03
INV DATE:
05/30/03 /C RM031735048-10C
05/30/03 RM031735098-10C
05/30/03 SPR530-46
04/23/03 /POLISH
ORDER 0039847 TOTAL: 9,633.60

0012160 RIMMax Wheels
0039848 STD ORDER DATE: 04/23/03 STATUS: OPEN
CUST PO: RIM MAX
2002 ZX-12
17X3.5" RIM MAX (FREESTYLE) ST 000 C EACH 1,153.000 3.000 0.000 0.000 3,459.00
17X3.5" RIM MAX (FREESTYLE) ST 000 C EACH 1,183.000 3.000 0.000 0.000 3,549.00
42TH SPROCKET 530 CHAIN 000 C EACH 30.000 3.000 0.000 0.000 90.00
POLISHING SER/NON INVENTORY
FREIGHT
SHIP DATE: 05/30/03
INV DATE:
05/30/03 /C RM031735042-10C
05/30/03 RM031735092-10C
05/30/03 SPR530-42
04/23/03 /POLISH
ORDER 0039848 TOTAL: 7,218.00

CUSTOMER 0012160 TOTAL: 132,042.26
REPORT TOTAL: 132,042.26